

INTERCONNECT Solar Development LLC.
William H. Piske
Solar Manager
Billpiske@cableone.net

RECEIVED

2012 MAR 21 AM 11:29

RECEIVED
IDaho PUBLIC UTILITIES COMMISSION

March,21.2012

3/21/2012
ORIGINAL copy

VIA HAND DELIVERY

Jean D. Jewell
Idaho Public utilities commission
472 West Washington Street
Boise Idaho 83702

RE: case # IPC-E-12-10
Interconnect Solar Development LLC. VS Idaho Power Company

Dear Ms. Jewell:

Enclosed for filing, please find an original and (7) copies of Interconnects Solar's response to MOTION TO DISMISS and complaint in the above manner.

Sincerely



William H. Piske
Solar Manager

Interconnect Solar Development LLC.
15032 Hollow Rd.
Caldwell Idaho
83607

William H. Piske
Pro-SE
Solar Manager
208-941-7458



2012 MAR 21 AM 11:37

IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO)	CASE-NO. IPC-11-10
POWER COMPANYS CANCELLATION)	
OF THE FESA (ppa) AND POSTING OF)	OBJECTION TO IDAHO
LIQUIDATED DAMAGES)	POWERS MOTION TO
		DISMISS

COMES NOW, Interconnect Solar Development LLC. An Idaho Limited Liability company, and files this response to Idaho powers motion to dismiss, and answer to response:

Title: Objection to Idaho Power's Motion to Dismiss

Factual Background

Interconnect Solar Development, LLC (hereinafter "Interconnect"), obtained its generator interconnection queue position on July 26, 2010, by posting a One Thousand Dollar fee. Interconnect paid Idaho Power Company (hereinafter "Idaho Power") Two Thousand Dollars (\$2,000) for the system impact study. Interconnect also paid Idaho Power Thirty Thousand Dollars (\$30,000) for the facility study on October 19, 2010. (Exhibit A). These were the required amounts set forward by Idaho Power to comply as a qualified facility in a document provided by Idaho Power employee, Rowena Bishop, on October 7, 2010. (Exhibit B). Interconnect received the Facility Study Report on December 23, 2010 detailing the feasibility of building a interconnection path across a path selected by Idaho Power. Interconnect also received from Idaho Power a timeline and cost report. (See Exhibit B of Complaint).

During the negotiations with Idaho Power on the Firm Energy Sales Agreement ("FESA"), Interconnect paid Idaho Power an additional Fifty Thousand Dollars (\$50,000) as partial payment on the GIA Schedule 72 to cover the E&P agreement and environmental study being prepared by URS, subcontractor to Idaho Power.(Exhibit C) Interconnect requested and understood that Idaho Power and URS would study both paths at the same time to save money since they are one mile apart. (Exhibit D). Idaho Power confirmed that the paperwork required would be finished by the end of June as stated in Lisa Loomis' email dated June 7, 2011. (Exhibit E) Idaho Power did not submit the paperwork until August 14, 2011, nearly one and one half months later.

Interconnect invested substantial amounts of capital on surveys and electrical engineering, as well as site preparation. During discussions with the Bureau of Land

Management ("BLM"), Bill Piske, Managing Member of Interconnect, discovered from BLM officer Kelley Moore that the path provided by Idaho Power in the application was not viable. Interconnect, Idaho Power and the BLM had a meeting on October 28, 2011 to resolve the issue of a non-viable path.

Idaho Power provided initial estimates of the cost of system upgrades for another path which were approximately Six Million Dollars (\$6,209,000.00)(Exhibit F). After Bill Piske retained the services of Siemens Power Technologies International ("Siemens") to do a system analysis, Siemens found that Idaho Power's cost estimate was completely out of line with actual costs. Bill Piske also received a bid from H&H Utility Constructors ("H&H"), a company which Idaho Power contracts with to build power lines, which was substantially lower than Idaho Power's cost estimate.

Idaho Power did not provide a completed Facility Study Report and GIA until February 14, 2012.(Exhibit G) Idaho Power did, however, seek payment of a non-refundable Nine Hundred Thousand Dollar (\$900,000) liquidated damages bond.(Exhibit H) Due to Idaho Power's error in selecting a non-viable path, Interconnect was unable to secure financing and qualify the solar project for the federal government's 1603 grant money.

A meeting was held on December 2, 2011, where Randy Allphin, Donovan Walker, Lisa Looms, Randy Hemmer, Bill Piske, and Dan Reid discussed the upcoming costs and strategy to prevent the non-viable path from disrupting Interconnect's project. At that meeting, Donovan Walker suggested that the parties not contact the IPUC and instead resolve the issue between Interconnect and Idaho Power.

Ironically, Interconnect received a warning letter from Idaho Power on December 16, 2011 threatening to terminate the FESA. It was only after Idaho Power gave Interconnect a notice advising of the cancellation of the FESA without a GIA that Interconnect filed the pending complaint. This was in response to Idaho Power terminating the FESA on February 17, 2012. If Idaho Power had provided a viable path for the GIA then Interconnect Solar would have been able to complete its solar project.

Argument

Idaho Power filed a Motion to Dismiss based on the premise that Bill Piske did not have authorization from Interconnect to file the present complaint. This allegation by Idaho Power is simply not correct and not well founded. Bill Piske was authorized as Managing Member to file the present complaint. (Exhibit I). Accordingly, the Commission should deny Idaho Power's Motion to Dismiss.

William H Piske
SOLAR MANAGER
INTERCONNECT SOLAR DEVELOPMENT LLC

Exhibit - A

1006

Date 10/19/2010

To Inter Power Co.

For _____

Previous Balance	
Deposit	
New Balance	
This Check	
Balance Forward	<u>30,000.00</u>

WELLS FARGO BANK

COLLISTER

4630 W STATE ST
BOISE, ID 83703

DATE 10/19/2010

1006

92-3791241

PAY TO THE ORDER OF Inter Power Co.

Thirty Thousand dollars or less

\$ 30,000.00

INTERCONNECT SOLAR DEVELOPMENT
3777 W TWILIGHT DR
BOISE ID 83703-4229

William H. Harty

1006

Randy Hemmer

From: Bishop, Rowena [RBishop@idahopower.com]
Sent: Thursday, October 07, 2010 10:23 AM
To: 'Randy Hemmer'
Cc: 'BILL PISKE'
Subject: RE: Small Generator application

EXHIBIT - B

Generator Interconnection deposits/timelines:

	Small Gen (up to 20MW)	Large Gen (over 20MW)
Feasibility study (FeS)	\$1000 30 business days	\$10,000 45 calendar days
System Impact (SIS)	\$2000 30 business days(dist voltage), 45 business days (trans voltage)	\$50,000 90 calendar days
Facility Study (FS)	5% of est costs (provided in the FeS or SIS) up to \$30,000 45 business days	The greater of \$100,000 OR the IC portion of costs (provided in the FeS or SIS) Customer chooses 90 or 180 calendar days

Rowena Bishop
Operations Analyst
Interchange Operations - chq 4
Ext. 388-2658



October is Energy Awareness Month! Learn more at www.idahopower.com/energyawareness

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ENGINEERING and PROCUREMENT AGREEMENT

THIS AGREEMENT is made and entered into this 2 day of MAY, 2011, by and between Interconnection Solutions a LLC with principal offices at 3777 Twilight Dr., hereinafter called "Interconnection Customer," and Idaho Power Company, an Idaho corporation with its principal place of business located at 1221 W. Idaho Street, Boise, Idaho, 83702, hereinafter call, "Idaho Power". Interconnection Customer and Idaho Power each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated 7/26/2010; and

WHEREAS, Interconnection Customer desires Idaho Power to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. Scope of Services. Idaho Power shall perform for the Interconnection Customer the engineering services described in Attachment A, "Engineering Services," and procure for the Interconnection Customer the equipment described in Attachment B, "Equipment to Procure." This agreement covers services and procurement activities for the fiscal year 2011. Expenditures or services required in 2011 will be addressed in the interconnection agreement for the project or an amendment to this Engineering and Procurement Agreement.
2. Compensation and Payment.

Interconnection Customer agrees to pay up front the estimated charges shown in Attachment A and Attachment B. Upon completion of the Engineering and Procurement under this agreement, Idaho Power will reconcile actual costs and invoice or refund Interconnection Customer any remaining amount. Any refund will be applied toward final reconciliation under the Generator Interconnection Agreement.

3. Independent Contractor. The Parties agree that Idaho Power is performing the Services pursuant to this Agreement as an independent contractor. Idaho Power is not to be considered an agent or employee of Interconnection Customer for any purpose and Idaho Power is not entitled to any of the benefits that Interconnection Customer provides for its employees. It is understood that Idaho Power is free to contract for similar

services to be performed for other parties while it is under contract with the Interconnection Customer.

4. Indemnification. Each Party agrees to protect, defend, indemnify and hold harmless the other Party, its officers, directors, and employees against and from any and all liability, costs, and expenses of any nature (including court costs and attorney's fees) resulting from suits, damage claims, and other actions brought by third parties, even if such suits or claims are completely groundless, which arise as a result of injury to or death of any person or destruction, loss or damage to property occurring in connection with, or related to, this Agreement, but only to the extent such injury to or death of any person or destruction, loss or damage to property is not due to the negligence of such other Party; provided, however, that each Party shall be solely responsible for claims of and payment to its employees for injuries occurring in connection with their employment or arising out of any workers compensation law.

5. Effective Date, Duration and Termination. This Agreement shall become effective upon execution by all Parties and shall continue until the Services required by the Agreement are completed; provided, however, either Party may terminate this Agreement at any time after providing 15 business days, advance written notice. In addition, if Interconnection Customer withdraws its application for interconnection, this Agreement shall terminate effective with the date the application for interconnection is withdrawn.

6. Payment Upon Termination. In the event this Agreement is terminated, Idaho Power shall

(a) Discontinue all engineering work and

(b) To the extent Idaho Power can cancel ordered equipment under terms Idaho Power determines are commercially reasonable, Idaho Power shall cancel the order and Interconnection Customer shall be obligated to pay the associated equipment cancellation costs and the costs of all engineering work performed up to the point at which engineering was discontinued.

To the extent that the equipment cannot be reasonably cancelled, Idaho Power may elect:

(i) to take title to the equipment, in which event Idaho Power shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment (without interest) and shall pay the cost of delivery of such equipment, or

(ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment within 15 business days after receiving Idaho Power's invoice.

7. Standard of Performance. Idaho Power agrees to perform under this agreement with the level of skill, care and diligence normally provided by and expected of

professional persons performing services similar to and like those to be performed pursuant to this Agreement.

8. Warranty and Limitation of Liability. If any of Idaho Power's work under this Agreement does not comply with the standard set forth herein, Idaho Power will, upon written notice from Interconnection Customer, promptly re-perform the work, at Idaho Power's sole cost. The above is a limited and exclusive warranty and states the sole and exclusive remedy against Idaho Power for any other claim based on any defects in or nonperformance of Services.

IDAHO POWER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

In no event will Idaho Power or its agents or representatives be liable for incidental, special, punitive or consequential damages including but not limited to lost profits, even if Consultant has been advised of the possibility of such damages. Without expanding Idaho Power's limitation of warranty as set forth above, Interconnection Customer agrees that Idaho Power's liability arising out of this Agreement and the services provided under this Agreement, whether under theories of contract, negligence, tort, strict liability or warranty will not exceed the amounts payable by Interconnection Customer to Idaho Power for the services that are the basis of such claim and Idaho Power agrees that liability arising out of this Agreement and the services provided pursuant to this Agreement, whether under theories of contract, negligence, tort, strict liability or warranty shall not exceed the amounts owed for services provided up to the date of termination of this Agreement.

9. Intellectual Property.

9.1 Ownership. Interconnection Customer acknowledges that Idaho Power owns the work product, including all work in progress, produced in connection with its performance under this Agreement. In addition, Interconnection Customer acknowledges that Idaho Power owns any and all intellectual property rights for all work product developed under this Agreement, whether by way of copyright, trade secret, or otherwise and whether or not subject to protection by copyright laws. If any work product, or intellectual property rights related to Idaho Power's performance under this Agreement are deemed a "work made for hire," Interconnection Customer will assign to Idaho Power all right, title, and interest in the work product, and intellectual property rights. Neither Interconnection Customer nor Idaho Power will have ownership of any data or other information provided to Interconnection Customer or Idaho Power by any third party in connection with Idaho Power's performance under this Agreement; provided, however, that if Idaho Power compiles information in a manner giving rise to intellectual property rights in the compilation, such rights shall be owned by Idaho Power. Idaho Power may retain copies of data,

and work product resulting from work performed under this Agreement for future use by Idaho Power.

- 9.2 Inventions. If Idaho Power or its employees, officers, agents, subcontractors of any contractor, or anyone of similar position or responsibility originates or develops any trade secret, discovery, improvement, idea, formula, process, or invention (collectively "Invention") in connection with Idaho Power's performance under this Agreement, Idaho Power is not required to disclose the Invention to Interconnection Customer, whether or not patentable and whether or not reduced to practice, and the Invention will be the property of Idaho Power. Interconnection Customer will assign to Idaho Power all of its right, title, and interest in any Inventions and will execute all documents that Idaho Power reasonably determines are necessary or convenient to apply for, perfect, or enforce patents or other intellectual property rights, including, without limitation, any assignments, patent applications, or other documents that may reasonably be requested by Idaho Power.
- 9.3 Infringement Claims. In the event of (i) infringement or claims of infringement of any patent, copyrighted or uncopyrighted work, secret process, trade secret, unpatented invention, article, appliance, or otherwise, (ii) violations of a third-party's right of confidentiality or (iii) breach of Consultant's obligations, representations or warranties to any third party, pertaining to or arising from Consultant's performance under this Agreement, Idaho Power will have the right, in seeking to avoid any such claims or actions, to substitute at its own expense noninfringing equipment, material, information, or processes, or Idaho Power may modify at its own expense any infringing equipment, material, information, and processes so that they become noninfringing, provided that any substituted or modified equipment, material, information, or processes must meet the requirements of and will be subject to the provisions of this Agreement.
10. Coordinators. Each Party designates the individual authorized to receive notice to represent that Party in all communications and transactions related to this Agreement. Each Party may change their coordinator at any time by providing notice to the other.
11. Confidentiality. Each Party will hold and will cause its officers, employees and other representatives to hold in strict confidence, unless compelled to disclose by judicial or administrative process (as to which it will give the other Party notice and an opportunity to contest disclosure), or, in the opinion of counsel, by other requirements of law, all documents and information concerning the other party furnished to it and its representatives in connection with this Agreement (except to the extent that such information can be shown to have been (i) in the public domain through no fault of the disclosing Party or its representatives or (ii) later lawfully acquired from other sources, which acquisition can be demonstrated in

writing, unless it or its representatives know (or reasonably should know) that such other sources are not entitled to disclose such information) and will not use such information or release or disclose such information to any other person, except as necessary in connection with the performance of this Agreement, provided that such person will have first been advised of the confidentiality provisions of this Agreement.

12. Subcontracts. Idaho Power may subcontract any portion of the work required by this Agreement without the permission of the Interconnection Customer.
13. Amendment and Waiver. No provision of this Agreement may be amended except by a written instrument signed by authorized representatives of the Parties. The failure of a Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right conferred by this Agreement will not be construed as a waiver or relinquishment to any extent of a Party's right to assert or rely upon that provision or right on any future occasion.
14. Severability and Savings Clause. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, that provision will be deemed severable from the Agreement as to the smallest part so held, and the remainder of the Agreement will continue in full effect as if the severed provision had not been included, in which case the Agreement will be construed and interpreted to implement the objectives of the Parties as stated in this Agreement. The Parties agree that neither Party will be deemed the drafter of any term that may subsequently be found to be ambiguous or vague.
15. Governing Law. This Agreement will be interpreted in accordance with the substantive and procedural laws of the state of Idaho without regard to choice-of-law principles. Interconnection Customer irrevocably consents to the jurisdiction of the courts of the state of Idaho or of the U.S. District Court for the District of Idaho for any action, suit, or proceeding in connection with this Agreement and waives any objection that Interconnection Customer may have now or in the future concerning choice of law or forum.
16. Successors. This Agreement is binding upon and will inure to the benefit of the Parties and their successors in interest.
17. Survival. This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, to permit the determination and enforcement of liability obligations arising from acts or events that occurred while this Agreement was in effect.
18. Notices. Any notice required by this Agreement is properly given if submitted in writing and delivered to the individual set forth below: in person, delivered to a nationally recognized overnight courier service properly addressed and with delivery charges prepaid, delivered to the United States Postal Service properly

addressed and with proper postage prepaid, transmitted by facsimile with confirmation of successful transmission, or transmitted by email. Either Party may change at any time the individual authorized to receive notice, an address, telephone number or email address by providing notice to the other Party.

If to Interconnection Customer	If to Idaho Power:
(Please insert Contact Info)	Lisa Loomis - Project Leader
	Idaho Power Company
	1221 W Idaho Street
	Boise, ID 83702
	Phone: 208-388-6337
	lloomis@idahopower.com

19. Delays. Idaho Power shall perform Services hereunder as much as possible within the agreed upon timeframe. However IPC shall not be liable for delay due to strike, fire, weather conditions, riot, acts of God, acts of Customer, or any other causes beyond the control of Idaho Power.
20. Entire Agreement. This Agreement (including all of its Attachments) constitutes the complete agreement between the Parties concerning its subject matter and supersedes all previous communications, negotiation, and agreements, whether oral or written, with respect to this Agreement.

(Signature Page Immediately Follows)

IN WITNESS WHEREOF, each Party executes this Agreement on the date set forth below.

Idaho Power Company, Delivery

By: Lisa Loomis
Title: Project Leader
Date: 5/3/11

Interconnection Customer

Company INTERCONNECT SOLAR
By: Development by
William Duke
Title: SOLAR MANAGER
Date: 5/2/11

**ATTACHMENT A
ENGINEERING SERVICES**

Idaho Power shall use reasonable efforts to advance the activities set forth below in order to achieve the desired in-service and testing dates for the Interconnection Customer.

Desired Commercial In-service Date: 9/1/2012

Desired Construction and Testing Date: 8/1/2012

The following table identifies the Projects, activities and estimated 2011 Costs covered by this agreement.

Project	Activity	Estimated Cost
Build/rebuild Distribution Line in Owyhee County	Conduct Spring Environmental Surveys where route crosses BLM land.	\$50,000

For each month during the period of this Agreement, Idaho Power will invoice Interconnection Customer for professional services (actual cost plus overheads) provided plus actual expenses incurred (without markup).

**ATTACHEMT B
EQUIPMENT TO PROCURE**

Idaho Power shall use reasonable efforts to acquire the equipment set forth below in order to achieve the desired in-service and testing dates for the Interconnection Customer.

Desired Commercial In-service Date: _____

Desired Construction and Testing Date: _____

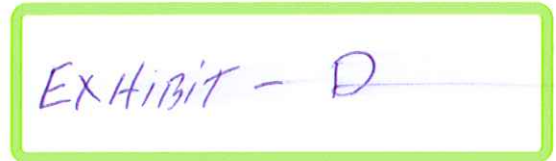
Equipment	Vendor	Estimated Cost
None identified		

When procuring the equipment set forth above, Idaho Power shall use reasonable efforts to obtain from the vendor(s) warranties provided to Idaho Power and Interconnection Customer, or the right to assign warranties to the Interconnection Customer.

IDAHO POWER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY TYPE CONCERNING THE EQUIPMENT SET FORTH ABOVE AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THE INTERCONNECTION CUSTOMER MUST LOOK TO EACH VENDOR FOR ALL WARRANTIES AND REPRESENTATIONS.

**E&P Agreement Murphy Flats**

4 messages

**Loomis, Lisa** <LLoomis@idahopower.com>

To: BILL PISKE <billpiske@cableone.net>

Cc: Randy Hemmer <randyhemmer@clearwire.net>, "Bishop, Rowena" <RBishop@idahopower.com>, "Sloan, Aubrae" <ASloan@idahopower.com>

Here is the E&P Agreement for your project, Bill. Please sign and return. Coordinate with Aubrae to pay the \$50,000 before 4/25/11 to be included in this year's spring survey.

Thanks,
Lisa.

—Original Message—

From: BILL PISKE [mailto:billpiske@cableone.net]

Sent: Tuesday, April 05, 2011 12:35 PM

To: Loomis, Lisa

Subject: Re: call

Yes, since their both a mile apart it makes sense to save the \$\$

On Tue, Apr 5, 2011 at 11:03 AM, Loomis, Lisa <LLoomis@idahopower.com> wrote:

> Hi Bill,

>

> I am working on your E&P Agreement and have a question. Do you want me to include costs for environmental surveys for both of your generation interconnection projects (GI#345 and 358)?

>

> Thanks,

> Lisa.

>

>

> —Original Message—

> From: BILL PISKE [mailto:billpiske@cableone.net]

> Sent: Monday, April 04, 2011 2:22 PM

> To: Loomis, Lisa

> Subject: call

>

> Hello Lisa, When you get a chance, please call me @ 941-7458. thank you Billy

>

> —

> Bill Piske@cableone.net 1-208-941-7458

>

>

>

>

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> applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying,

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EXHIBIT - E

BILL PISKE <billpiske@cableone.net>
To: "Loomis, Lisa" <LLoomis@idahopower.com>

Mon, Jun 6, 2011 at 10:13 AM

Lisa, whats the diagnosis for the paper work?

Bill Piske@[cableone.net](mailto:billpiske@cableone.net) 1-208-941-7458
Interconnect Solar Development LLC.

BILL PISKE <billpiske@cableone.net>
To: Ronald Williams <ron@williamsbradbury.com>

Mon, Jun 6, 2011 at 5:03 PM

Sent earlier today, no responses yet!
[Quoted text hidden]

Loomis, Lisa <LLoomis@idahopower.com>
To: BILL PISKE <billpiske@cableone.net>

Tue, Jun 7, 2011 at 7:58 AM

We hope to have it to the BLM by the end of June.

Thanks,
Lisa.

[Quoted text hidden]

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you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

BILL PISKE <billpiske@cableone.net>
To: Bill Mann <gryffin@shaw.ca>, Randy Hemmer <randyhemmer@gmail.com>

Wed, Jun 8, 2011 at 11:27 AM

fyi
[Quoted text hidden]

BILL PISKE <billpiske@cableone.net>
To: Ronald Williams <ron@williamsbradbury.com>

Tue, Jun 28, 2011 at 10:12 AM

This is the response to my June 6th request, totally different results.

----- Forwarded message -----

EXHIBIT - F

**GENERATOR INTERCONNECTION
FEASIBILITY STUDY**

For integration of the proposed

GENERATION INTERCONNECTION PROJECT #358

To the

IDAHO POWER COMPANY ELECTRICAL SYSTEM

**DRAFT REPORT
December, 2010**

Generator Interconnection Feasibility Study

General Interconnection Information

Queue	Date of Request	Location	Total (MW)	Station or Trans Line for POI	Projected In-Service Date	Type of facility (combined cycle, base load, CT, fuel type)
358	Nov 2010	Owyhee County	20.0	SCSU-042	2011	Solar

Short Circuit Analysis Results

System Changes Required: ☐ Yes ☒ No

If yes, a description of changes required:

Power Flow Analysis Results

System Changes Required: ☒ Yes ☐ No

If yes, a description of changes required:

Rebuild 11.5 miles of distribution circuit to 34.5kV, 795MCM conductor and convert approximately 0.8 miles of 12.5kV to 34.5kV, install 34.5kV to 12.5kV step down banks to maintain service.
Install larger substation transformer at distribution station and upgrade station equipment for increased load (this assumes GINT 345 is active).

Good Faith Cost Estimate

Interconnection cost estimate.

Description	Estimated Cost
Rebuild 11.5 miles to 3 phase 34.5 kV 795 MCM conductor of which 7.2 miles is cutover from 12.5 kV	\$ 4,000,000.00
Rebuild ~ 0.8 mile of 12.5 kV to 34.5 kV (2/0 Conductor)	\$ 120,000.00
3 - 500 KVA 34.5 to 12.5 Stepdown Transformers	\$ 90,000.00
Install 3-167 KVA 34.5/12/5 kV transformers and 3-50 A regulators at Murphy	\$ 110,000.00
*Purchase 44.8 MVA 138-34.5 kV transformer MVA Substation Transformer	\$ 1,000,000.00
*SCSU Substation Upgrades	\$ 500,000.00
SCADA Communication at Substation	\$ 120,000.00
Three 34.5 kV switches, one at generation site and one at F43 and X16	\$ 100,000.00
Generation Site Package (Includes 34.5 kV recloser, pole top switch, controls, CTs, PTs, meters, and communications)	\$ 169,000.00
Total Estimated Cost	\$ 6,209,000

Total cost estimate: \$6,209,000

*Items not required if GINT 345 is dropped; revised total cost estimate is \$4,709,000.

This cost doesn't include costs of customer owner equipment and distribution prior to POC.

System Impact Study Required? ☐ Yes ☒ No

EXHIBIT - G

Walker, Donovan

From: Walker, Donovan
Sent: Thursday, February 09, 2012 4:11 PM
To: Randy Hemmer; BILL PISKE; 'Ron Williams'
Cc: Bauer, Rich; Bishop, Rowena; Allphin, Randy; Loomis, Lisa; Sloan, Aubrae
Subject: FW: Draft GIA Murphy Solar
Attachments: CoverDGIA345.pdf; DGIA345.pdf

Gentlemen,

PLEASE BE ADVISED:

The Milestone dates set forth in Attachment 3 of the enclosed Draft Generator Interconnection Agreement #345 ("GIA") that was forwarded to you on February 2, 2012, are not correct. Those dates start with Construction Funding by the project on March 1, 2012, and end with a Customer's In-Service Date of October 30, 2013.

Our most recent information from Idaho Power's Environmental Permitting personnel is that the BLM permitting process for this project, in and of itself, can be much longer than the entire timeline set forth above and in the draft GIA forwarded to you on February 2, 2012. Idaho Power's current best estimate for the time required to conduct the required environmental and cultural study work, for BLM to conduct the required Environmental Assessment, and for BLM to ultimately issue a Record of Decision and possible ROW Grant is 24 months. In addition, there will be at least six months of required construction time subsequent to a BLM ROW Grant.

Also, as we have discussed on several occasions, there is no guarantee as to the timing of the BLM permitting process. It could be shorter - or it could be longer - than what Idaho Power's best estimate is. Additionally, there is no guarantee that BLM will grant the ROW request at all, and it could ultimately be rejected or denied.

I apologize for any inconvenience that inclusion of the incorrect Milestone dates in this Draft GIA may have. Idaho Power will revise the Milestone dates contained in Attachment 3 to the Draft GIA, and send you a new draft as soon as possible.

Sincerely,

Donovan E. Walker
Lead Counsel
Idaho Power Company
208-388-5317

-----Original Message-----

From: Bishop, Rowena
Sent: Thursday, February 02, 2012 2:16 PM
To: Randy Hemmer
Cc: Ronald Williams; Walker, Donovan; 'BILL PISKE'; Bauer, Rich; Loomis, Lisa; Sloan, Aubrae
Subject: Draft GIA Murphy Solar

Hi Randy,

EXHIBIT - H

February 9, 2012

Randy C. Allphin
Senior Energy Contracts Coordinator

Interconnect Solar Development LLC
3777 Twilight Drive
Boise, ID 83703

Original: Certified U.S. Mail

E-mail Copy:	Bill Piske	billpiske@cableone.net
	Randy Hemmer	randyhemmer@gmail.com
	Ron Williams	ron@williamsbradbury.com

RE: Interconnect Solar Development LLC
Project Name: Murphy Flats Solar Power Project
Project Number – 12616650

My records indicate that the project was provided a revised Facility Study on January 4th, 2012. The project has identified this revised Facility Study in various meetings and correspondence as a key element the project required in order to cure the current Material Breach of the Firm Energy Sales Agreement ("FESA").

Mr. Williams' letter dated December 21, 2011 states that the project will require two to four weeks after presentation of the revised Facility Study to cure this Material Breach.

Notification of the Material Breach was issued on December 16, 2011. It has now been over five weeks since the project received the revised Facility Study, and eight weeks since notification of the Material Breach.

Please provide Idaho Power acceptable security as required in the FESA to cure this Material Breach no later than close of business, Friday February 17th, 2012, 5:00 p.m. Mountain Standard Time to avoid termination of this FESA. If the required security is not so posted by the deadline mentioned above, the FESA will be terminated as of that date and time.

Sincerely,



Randy C Allphin
Idaho Power Company

Cc: Donovan Walker (IPCo)

Bill Piske
1303 E. Carter
Boise, ID 83706

BILL PISKE <billpiske@cableone.net>

**FW: Idaho Power called**

1 message

Randy Hemmer <randyhemmer@gmail.com>
To: BILL PISKE <billpiske@cableone.net>

Wed, Mar 21, 2012 at 8:13 AM



EXHIBIT - I

From: Randy Hemmer [mailto:randyhemmer@gmail.com]
Sent: Monday, March 05, 2012 2:39 PM
To: 'DWalker@Idahopower.com'
Subject: FW: Idaho Power called

FYI

From: Randy Hemmer [mailto:randyhemmer@gmail.com]
Sent: Monday, March 05, 2012 2:12 PM
To: 'Ron Williams'
Subject: RE: Idaho Power called

Ron,

Bill was authorized to file the complaint with the PUC . Bill discussed it with Greg Ferney, John Hess and myself. I knew it was going to the PUC, I didn't know Bill was going to take a copy to Idaho Power, but he certainly was authorized to do so if he felt it was the thing to do. Bill runs the day to day operations of Interconnect Solar.

Randy

From: Ron Williams [mailto:ron@williamsbradbury.com]
Sent: Saturday, March 03, 2012 9:39 AM
To: Bob Looper; Randy Hemmer; BILL PISKE
Subject: Idaho Power called

Donovan left me a voice mail yesterday, that they were going to file a motion to dismiss the complaint on Monday, on the grounds that Bill was not authorized by Interconnect Solar, to file the complaint.

Idaho Power also has to answer the complaint by Thursday, if the motion is denied.

Donovan wanted to hear from me (or Interconnect Solar) on Monday, but if he does not, the motion will be filed

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON THIS 21,ST DAY OF March 2012, I served a true and correct copy of INTERCONNECT SOLAR DEVELOPMENTS RESPONSE TO MOTION TO DISMISS upon the following named parties by the method indicated below:

COMMISSION STAFF
Kristin A. SASSER
DEPUTY ATTORNEY GENERAL
IDAHO PUBLIC UTILITIES COMMISSION
472 WEST WASHINGTON
P.O.BOX 83720
BOISE IDAHO 83720-0074

X Hand delivered

IDAHO POWER COMPANY
1221 WEST IDAHO STREET
P.O.BOX 70
BOISE IDAHO 83707
DONAVAN WALKER

X HAND DELIVERED

William H. Piske
William H. Piske

MARCH 21, 2012